



Wes Moore, Governor · Aruna Miller, Lt. Governor · Laura Herrera Scott, M.D., M.P.H., Secretary

EXHIBIT A

STANDARD GRANT AGREEMENT (SGA) REQUEST FOR APPLICATIONS (RFA) (COMPETITIVE)

PROCUREMENT ID NUMBER – PHPA 2340

Issue Date: March 16, 2023

Title:
Women's Health Clinical Training Program

NOTICE

A Prospective Applicant that has received this document from the Maryland Department of Health, or that has received this document from a source other than the Procurement Officer, and that wishes to assure receipt of any changes or additional materials related to this RFA, should immediately contact the Procurement Officer.

**STATE OF MARYLAND
MARYLAND DEPARTMENT OF HEALTH
RFA KEY INFORMATION SUMMARY SHEET**

Request for Applications: RFA - Women's Health Clinical Care Training Program

Solicitation Number: PHPA 2340

RFA Issue Date: March 16, 2023

RFA Issuing Office: Maryland Department of Health (MDH)
Prevention and Health Promotion Administration (PHPA)

Procurement Officer: PHPA Procurement
Maryland Department of Health (MDH)
Prevention and Health Promotion Administration (PHPA)
201 W. Preston St.
Baltimore, MD 21201
Email: phpa.procurement@maryland.gov

Grant Monitor: MDH AACTP
Prevention and Health Promotion Administration
201 W. Preston St
Baltimore, MD 21201
Email: mdh.acctp@maryland.gov

Questions due date: May 5, 2023, 2:00pm EST Local Time via email to phpa.procurement@maryland.gov.

Applications are to be sent to: [eMaryland Marketplace Advantage \(eMMA\)](#)
Additional information regarding eMMA can be found in the Frequently Asked Questions and Quick Reference Guides. Questions and/or technical assistance, please contact the eMMA Help Desk at eMMA.helpdesk@maryland.gov. Offerors may also visit <https://procurement.maryland.gov/> for additional information.

Pre-Application Conference: March 29, 2023, EST Local Time 2:00pm via Teleconference
Interested parties must forward an email to phpa.procurement@maryland.gov requesting an invitation to attend the Teleconference. Once received, the Procurement Officer will reply with google meet information to attend the teleconference.

Closing Date and Time: May 15, 2023, 2:00pm EST Local Time

SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

1.1.1 The Maryland Department of Health (MDH or the Department), the Prevention and Health Promotion Administration is issuing this Request for Applications (RFA) to establish the Women's Health Clinical Care Training Program with the goals to 1) expand the number of healthcare professionals with abortion care training; 2) increase the racial and ethnic diversity among healthcare professionals with abortion care training, and 3) support the identification of clinical sites in need of training. The Year one (1) funding for this Program is not to exceed \$4,666,666.

1.1.2 It is the State's intention to obtain services as specified in this RFA, from an Agreement between the selected Applicant and the State. The anticipated duration of services to be provided under this Agreement is from July 1, 2023- June 30, 2024, with two option years from July 1, 2024, to June 30, 2025, and from July 1, 2025, to June 30, 2026. Option years are contingent on future appropriations.

1.1.3 The Department intends to make a single award as a result of this RFA.

1.1.4 Applicants, either directly or through their subcontractor(s), must be able to provide all services and meet all of the requirements requested in this solicitation and the successful Applicant shall remain responsible for performance regardless of subcontractor participation in the work.

1.2 Contract Type

1.2.1 The Agreement resulting from this solicitation shall be a Fixed Price Contract.

1.3 Procurement Officer

1.3.1 The sole point of contact in the State for purposes of this solicitation prior to the award of any Agreement is the Procurement Officer at the address listed below:

Maryland Department of Health (MDH)
Prevention and Health Promotion Administration (PHPA)
201 W. Preston St.
Baltimore, MD 21201
Email: phpa.procurement@maryland.gov

1.3.2 The Department may change the Procurement Officer at any time by written notice.

1.4 Grant Monitor

1.4.1 The Grant Monitor is:

Women's Health Clinical Training Program
Maryland Department of Health
Prevention and Health Promotion Administration
201 W. Preston St
Baltimore, MD, 21201

Phone Number: (410)-767-6748
Fax Number: (410)-333-5233
E-mail: mdh.acctp@maryland.gov

1.4.2 The Department may change the Grant Monitor at any time by written notice.

1.5 eMaryland Marketplace Advantage

1.5.1 Each Applicant is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number in the Transmittal Letter (cover letter) submitted at the time of its Application submission to this RFA.

1.5.2 eMMA is an electronic commerce system administered by the Maryland Department of General Services. The RFA and associated materials, the solicitation and summary of the Pre-Proposal Conference, Applicant questions and the Procurement Officer's responses, addenda, and other solicitation-related information will be provided via eMMA.

1.5.3 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://procurement.maryland.gov/>, click on "Register" to begin the process, and then follow the prompts.

1.6 Questions

1.6.1 Written questions from prospective Applicants will be accepted by the Procurement Officer. Questions to the Procurement Officer shall be submitted via e-mail to the following e-mail address: phpa.procurement@maryland.gov. Please identify in the subject line the Solicitation Number and Title.

1.6.2 Questions are requested to be submitted to the Procurement Officer no later than the date indicated on the RFA Key Information Summary Sheet. The Procurement Officer, based on the availability of time to research and communicate an answer, shall decide whether an answer can be given before the Application due date.

1.7 Application Due (Closing) Date and Time

1.7.1 Applications, in the number and form set forth in Section 4.2 "Applications" must be received in eMMA no later than 2:00 pm EST Local Time on May 15, 2023, in order to be considered.

1.7.2 Requests for extension of this time or date will not be granted. Questions regarding this solicitation should be directed (**By email only**, no phone calls will be accepted) to the PROCUREMENT OFFICER.

1.7.3 Applications may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set forth in this section for receipt of Application. Multiple and/or alternate Applications will not be accepted.

1.8 Award Basis

1.8.1 The Grant shall be awarded to responsible Applicants submitting Applications that have been determined to be the most advantageous to the State, considering price and evaluation factors set forth in this RFA, for providing the activities as specified in this RFA. See RFA Section 5 for further award information.

1.9 Revisions to the RFA

1.9.1 If it becomes necessary to revise this RFA before the due date for Applications, the Department shall endeavor to provide addenda to all prospective Applicants that were sent this RFA, or which are otherwise known by the Procurement Officer to have obtained this RFA. Addenda made after the due date for Applications will be sent only to those Applicants that submitted a timely Application and that remain under award consideration as of the issuance date of the addenda.

1.9.2 Acknowledgment of the receipt of all addenda to this RFA issued before the Application due date shall be included in the Transmittal Letter accompanying the Applicant's Project Narrative. Acknowledgement of the receipt of addenda to the RFA issued after the Application due date shall be in the manner specified in the addendum notice. Failure to acknowledge receipt of an addendum does not relieve the Applicant from complying with the terms, additions, deletions, or corrections set forth in the addendum.

1.10 Cancellations

1.10.1 The State reserves the right to cancel this RFA, accept or reject any and all Applications, in whole or in part, received in response to this RFA, waive or permit the cure of minor irregularities, and conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State. The State reserves the right, in its sole discretion, to award a Grant based upon the written Applications received without discussions or negotiations. In the event a government entity proposes and receives the recommendation for award, the procurement may be canceled, and the award processed in accordance with COMAR 21.01.03.01.A(4). If the services that are the subject of the RFA are currently being provided under an interagency agreement with a public institution of higher education and the State determines that the services can be provided more cost effectively by the public institution of higher education, then the RFA may be canceled in accordance with Md. Code Ann., State Finance and Procurement Art., § 3-207(b)(2).

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SECTION 2 – MANDATORY REQUIREMENTS

2.1 Applicant Mandatory Requirements

The Applicant must provide proof with its Application that the following Mandatory Requirements have been met:

2.1.1 The Applicant shall be a Social organization as defined per Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland or a local, state government agency, public college or state university.

2.1.2 For social organization Applicants (not local, state government agency, public college, or state university), the Applicant must be a nonprofit organization, classified by the IRS as tax-exempt under section 501(c)(3) of the Internal Revenue Code. Applications must include attachments of the following documentation from the applicant:

REQUIRED DOCUMENTATION: Documentation of tax-exempt status of the Applicant or the Applicant's fiscal sponsor (i.e., IRS tax exempt status determination letter)

2.1.3 The applicant should have demonstrated experience in abortion care training programs at community-based and hospital-based provider sites.

REQUIRED DOCUMENTATION: The applicant should demonstrate this by providing two (2) letters of references within the last 8 years. Reference to include Full Name of Contact, Name of Organization, Phone Number and Email address.

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SECTION 3 – SCOPE OF WORK

3.1 Background and Purpose

3.1.1 House Bill 937, Chapter 56 of the Acts of 2022, – “Abortion Care Access Act” establishes the Abortion Clinical Care Training Program in the Maryland Department of Health (MDH) (hereafter referred to as the Clinical Training Program) and establishes the Abortion Care Clinical Training Program Fund. The purpose of the program is to protect access to abortion care by ensuring that there are a sufficient number of health professionals to provide abortion care.

3.1.2 The State is issuing this solicitation for the purposes of soliciting a non-profit entity (Entity) with experience coordinating abortion care training programs at community-based and hospital-based provider sites to administer the program. Through the administration of funds to community- and hospital-based organizations and the provision of technical assistance, the entity will expand the number of qualified health care professionals with abortion care training in Maryland. For the purpose of this program, qualified health care professionals include physicians, nurse practitioners, nurse-midwives, licensed certified midwives, physician assistants, or any other individual:

- a) Who is licensed, certified, or otherwise authorized by law to practice in the state of Maryland; and
- b) For whom the performance of an abortion is within the scope of the individual’s license or certification.

Access to safe, legal abortion has long been considered an essential health care service in the United States.¹ When provided by trained qualified health providers, abortions are extremely safe; in fact, the risk of death associated with pregnancy and childbirth is fourteen times higher than that with abortion.² In 2017, there were 29,800 abortions provided in Maryland, including patients who traveled from out of state.³ There was a 7% increase in the abortion rate in the State from 2014 to 2017.⁴ Also in 2017, there were 44 facilities that provided abortions in Maryland, including 25 community-based clinics.⁵

Seventy-one percent of counties in Maryland had no community-based clinics that provide abortions; just under 30% of Maryland women lived in these counties.⁶ The American College of Obstetricians and Gynecologists has cited restrictions on the types of clinicians who can perform abortions as barriers to the adequate receipt of care and not improving care quality or safety. Therefore, expanding the types and numbers of qualified health professionals trained to provide abortion care is critical to protecting and expanding this essential health service⁷. In Maryland, expanding the pool of clinicians who provide abortions is expected to improve patient care, particularly in counties where abortions are more difficult to access and for patient populations that experience discrimination within the health care system.

¹ National Academies of Sciences, Engineering, and Medicine. 2018. The Safety and Quality of Abortion Care in the United States. Washington, DC: The National Academies Press. [NASEM 2018 report](#)

² Raymond EG , Grimes DA . The comparative safety of legal induced abortion and childbirth in the United States . Obstet Gynecol 2012 ; 119 : 215 – 9 .

³ Jones RK, Witwer E and Jerman J, Abortion Incidence and Service Availability in the United States, 2017, New York: Guttmacher Institute, 2019. [Guttmacher 2019 Report](#)

⁴ Jones RK, Witwer E and Jerman J, Abortion Incidence and Service Availability in the United States, 2017, New York: Guttmacher Institute, 2019.

⁵ Jones RK, Witwer E and Jerman J, Abortion Incidence and Service Availability in the United States, 2017, New York: Guttmacher Institute, 2019

⁶ Jones RK, Witwer E and Jerman J, Abortion Incidence and Service Availability in the United States, 2017, New York: Guttmacher Institute, 2019. [Guttmacher 2019 Report](#)

⁷ Increasing access to abortion. ACOG Committee Opinion No. 815. American College of Obstetricians and Gynecologists. Obstet Gynecol 2020;136:e107–15. [2020 Committee Opinion](#)

3.1.3 The goal of this Request for Applications (RFA) is to identify a coordinating organization that has demonstrated experience in abortion care training programs at community-based and hospital-based provider sites at which the Abortion Clinical Care Training Program will operate in order to increase the number of qualified health professionals in community- and hospital-based settings who are trained to provide abortions. The goals of this program as stated in Chapter 56 of the Acts of 2022 (13-4404-III):

1. Expand the number of healthcare professionals with abortion care training;
2. Increase the racial and ethnic diversity among health care professionals with abortion care training; and
3. Support the identification of clinical sites in need of training.

3.2 Scope of Work - Requirements

The Applicant will:

3.2.1 Plan, coordinate, communicate and complete a statewide needs assessment and coordinate and establish an abortion clinical training program through administering grants to develop and sustain abortion care training programs at a minimum of two-community-based provider sites, and. They will do so by submitting a work plan with their application and providing an action plan with assigned individuals and dates no later than thirty (30) days after the first meeting with the MDH team. The Applicant is specifically expected to:

3.2.1.1 The Americans with Disabilities Act: The Americans with Disabilities Act (<https://www.ada.gov/>) protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities. Accessibility and inclusion of diverse populations are essential to reduce health disparities for vulnerable populations. Contractors must comply with all ADA requirements in their work to ensure the needs of persons with disabilities and other vulnerable populations are met. This includes, but is not limited to:

- facilities and any venues used for meetings/conferences are accessible;
- requested accommodations are provided in a timely manner; and
- written and printed materials developed in accessible formats (easy to read, large print, etc.), or providing access to alternative formats.

For contracts which include direct patient care or service delivery through a program, the ADA requires entities provide full and equal access for people with disabilities. This includes, but is not limited to:

- reasonable modifications of policies, practices, and procedures;
- effective communication; and
- accessible facilities.

3.2.1.2 Conduct a statewide Needs Assessment that identifies how to most effectively and efficiently increase the number of qualified health professionals who are trained to provide abortions.

3.2.1.2.1 The Needs Assessment should include, but not be limited to:

- a) Clients with unmet need (with reference to geography, race/ethnicity, socioeconomic status, age, and other social determinants of health)
- b) Current training programs and initiatives related to abortion clinical care in the state.
- c) Numbers and types of abortions provided by method, weeks of gestation, clinic setting, demographic statistics, and qualified health professional.

3.2.1.2.2 Using a health equity framework, the Needs Assessment should identify communities in Maryland that would benefit from additional providers.

3.2.1.2.3 Create a Needs Assessment report synthesizing findings that will be integrated into the establishment of the Clinical Training Program that will inform the selection of clinical training sites and the administration of the grants. This will be due 6 months after the start date.

3.2.1.3 Select clinical training sites and administer grants to develop and sustain abortion care training programs at a minimum of two community-based provider sites; and administer grants to:

- a) Other community-based sites;
- b) Hospital-based provider sites;
- c) Continuing education programs for qualified providers through professional associations or other clinical education programs
- d) Make sure to focus on the provision of culturally congruent care and include implicit bias training.

3.2.1.4 Establish training program requirements that:

- a) Are consistent with evidence-based training standards;
- b) Comply with any applicable state law and regulations; and
- c) Focus on the provision of culturally congruent care and include implicit bias training.

3.2.1.5 Assist with coordination of applicants to the training program including the interview and matching process with the training program.

3.2.1.6 Support the identification, screening, and placement of qualified providers at training sites through developing and implementing a mechanism (e.g., electronic applications) for potential trainees to apply electronically for the Clinical Training Program.

3.2.1.7 Provide assistance to providers who completed the training program with finding employment in abortion provider roles to increase access to clinical care.

3.2.1.8 Design and implement a program evaluation plan that includes process and outcome measures.

3.2.1.9 Present an overview of the proposed Work Plan to MDH staff within the first thirty (30) days of the grant being awarded. The plan should include timelines and logistics.

3.2.1.10 Conduct regular meetings with the MDH staff to discuss findings and progress of the Clinical Training Program. The final frequency will be determined together with the MDH staff and Applicant. The meetings may initially be bi-weekly to monthly and may be spaced out after establishment to quarterly.

3.2.2 Staffing

3.2.2.1 Provide a Curriculum Vitae (CV)/Resume for each proposed staff member. The Applicant is preferred to have experience in establishing clinical care training programs and this experience is highlighted on the CV of all relevant team members.

3.2.2.2 The Applicant will have a designated Project Director who oversees all project activities and is the main point of contact for the Grant monitor.

3.2.2.3 The Applicant will designate a staff member or member(s) responsible for overseeing the Needs Assessment. This includes analyzing the data and compiling the report for MDH staff.

3.2.2.4 The Applicant will designate a staff member responsible for developing the curriculum for the clinical training sites. This role will include ensuring that the curriculum is consistent with evidence-based training standards, complies with any applicable state law and regulations, and focuses on the provision of culturally congruent care (which includes implicit bias training).

3.2.2.5 The Applicant will designate a staff member responsible for overseeing the evaluation of the Clinical Training Program, which includes the design and implementation of a program evaluation plan that includes process and outcome measures.

3.2.2.6 A single individual may fulfill multiple roles. If so, the Applicant should highlight this in their initial Work Plan. If the Applicant chooses to have a single individual fulfill more than one required staffing role, a justification for combining roles must be included in the Applicant's Work Plan that describes how staff time will be allotted and confirming that combination of roles will not impact project activities or timelines. Multiple individuals may fulfill a single staffing role as necessary/desired by the Applicant. If the Applicant chooses to have multiple staff fulfill a single staffing role, a justification for the additional staff must be included in the Applicant's Work Plan.

3.2.2.7 The Applicant may employ or subcontract with other organizations or programs to fulfill the requirements of the grant.

3.2.3 Deliverables

3.2.3.1 Update the Work Plan for the Program within thirty (30) days after Award.

3.2.3.2 Submit an abortion care Needs Assessment report to the Department. This report should include the Needs Assessment methodology used and synthesize the findings that will be integrated into the establishment of the Clinical Training Program, as specified in section 3.2.1.2.

3.2.3.3 Submit an annual report to the Department on the performance of the Program. The report should include the name of the coordinating organization that the departments work with and any entity receiving funds through the coordinating organization.

This report should include at a minimum the status of the following Program measures:

- Number of abortion care training sites and sessions
 - a. Stratified by geography.
- Number of healthcare professionals who are enrolled in abortion care training.
 - a. Stratified by racial and ethnic diversity⁸
 - b. Stratified by geography
 - c. Stratified by community or urban clinic Setting
 - d. Stratified by type of healthcare professional

⁸ Of note the Law states that the Department may not release the name of any individual or person administering services through or participating in the program

- Training Completion rate
 - a. Number of training professionals who completed the course.
- Post-training measurements with the goals to:
 - a. To determine if they are providing abortion clinical care.
 - b. Numbers and types of abortions provided by method, weeks of gestation.
 - c. Demographics of clients served (e.g., to determine in-state versus out-of state)
- Number of total abortion providers who are trained through the Program.

3.2.3.4 Task Summary

Milestones	Timelines
Present overview of updated Work Plan to MDH staff, which includes timeline and logistics.	August 1, 2023
Conduct statewide Needs Assessment and compile report (as specified in section 3.2.1.2).	December 31, 2023
Identify clinical training sites and administer grants to a minimum of two community-based provider sites (as specified in section 3.2.1.3).	March 31, 2024
Assist with the selection of applicants and matching of applicants to training sites. Develop and implement a mechanism for applicants to apply electronically for the training programs.	April 30 , 2024
Implement program evaluation plan.	Ongoing
Submit an annual report to MDH on the performance of the program.	July 15, 2024

3.2.4 Reporting

3.2.4.1 The Applicant will track its progress and development of materials and provide quarterly updates to the MDH staff.

3.2.4.2 Quarterly reports will occur on the 15th of the last month of the quarter (see Table below for report due dates).

All quarterly reports will include:

- A. Update and overview of Needs Assessment
- B. Technical assistance needed for ongoing or future tasks.
- C. Budget and Expenditures

Quarterly Report Due Dates	
Reporting Period	Report Due Date

July 1 - September 30th	October 15th
October 1- December 31st	January 15th
January 1- March 31st	April 15th
April 1- June 30th	July 15th- During this time an annual report will be due to the Department

3.3 Invoicing

3.3.1 General

(a) All invoices for services shall be signed by the Grantee and submitted to the Grant Monitor. All invoices shall include the following information:

- Grantee name;
- Remittance address;
- Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
- Invoice period;
- Invoice date;
- Invoice number
- State assigned Contract number;
- State assigned (Blanket) Purchase Order number(s);
- Goods or services provided; and
- Amount due.

Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.

(b) The Department reserves the right to reduce or withhold Grant payment in the event the Grantee does not provide the Department with all required deliverables within the time frame specified in the Grant or in the event that the Grantee otherwise materially breaches the terms and conditions of the Grant until such time as the Grantee brings itself into full compliance with the Grant.

3.3.2 Invoice Submission Schedule

The Grantee shall submit invoices in accordance with the following schedule:

The Grantee shall submit invoices in accordance with the following schedule:

FUNDING PERIOD 1: JULY 1, 2023, TO JUNE 30, 2024

	Due Date	Payment Amount
First Quarter Invoice	October 15, 2023	Documented actual expenditures accompanied by adequate documentation
Second Quarter Invoice	January 15, 2024	
Third Quarter Invoice	April 15, 2024	
Fourth Quarter Invoice	July 15, 2024	
Final Invoice (Form 440/440A)	August 30, 2024	

OPTION PERIOD 1: JULY 1, 2024, TO JUNE 30, 2025

	Due Date	Payment Amount
First Quarter Invoice	October 15, 2024	Documented actual expenditures accompanied by adequate documentation
Second Quarter Invoice	January 15, 2025	
Third Quarter Invoice	April 15, 2025	
Fourth Quarter Invoice	July 15, 2025	
Final Invoice	August 30, 2025	

OPTION PERIOD 2: JULY 1, 2025, TO JUNE 30, 2026

	Due Date	Payment Amount
Initial Invoice	October 15, 2025	Documented actual expenditures accompanied by adequate documentation
Second Invoice	January 15, 2026	
Third Invoice	April 15, 2026	
Fourth Quarter Invoice	July 15, 2026	
Final Invoice	August 30, 2026	

The grantee is responsible for submitting MDH forms 437 and 438 for each quarter. These forms cannot be altered. If you do not have expenditures in a given quarter, submit the signed MDH 437 and 438 forms reflecting zero expenditures.

Data metrics reflecting current progress on performance measures must be submitted/updated according to the invoice schedule and will be reviewed in conjunction with Forms 437 and 438 by MDH to approve quarterly invoice payments. If progress is not evident through project data, brief progress descriptions must be submitted in lieu of project data.

Supporting Documentation Requirements: According to the OMB Super Circular, (2 CFR § 200), the award recipient must be able to support grant expenditures with adequate source documentation. The extent of the documentation required is affected by the budgetary categories stated in the approved budget. The nature and type of the documentation needed may also vary, depending on the relationship to specific internal controls. Invoice submissions

must be calculated using actual expenditures and accompanied by adequate supporting documentation. Invoices must be submitted quarterly, even if no expenditures are being submitted for reimbursement.

Specific requirements: All invoices must be accompanied by itemized receipts and other direct evidence of actual expenditures. Adequate forms of documentation are as follows:

- Reimbursement of salary and fringe benefits will be based on records that accurately reflect the time period requested, including itemization by individual and pay period.
 - Copies of canceled checks or other documents providing direct evidence that the transaction was executed. All copies of canceled checks submitted should include both the front and back of the check.
 - Submission of credit card statements is not sufficient documentation of an incurred and paid expense unless itemized supporting documentation is also provided (e.g., a purchase receipt/invoice and statement verifying the balance was paid in full).
 - General ledgers/journals may be included with supporting documentation but should only serve to improve the clarity and organization of the supporting documentation. General ledgers/journals will not be accepted as direct evidence of expenditures.
 - Any invoiced expenditures determined by prorating a larger expenditure must be clearly identified as a prorated item in the supporting documentation, along with the specific prorating percent.
 - Expenditures directly linked to a specific deliverable will only be reimbursed if the deliverable is complete and acceptable.
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- Minimum requirements for travel expense documentation include:
 - Purpose of travel
 - Date(s) of travel
 - Names and roles of travelers
 - Any applicable travel expenses with itemized receipts
 - Miles traveled
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- Each item of supporting documentation must be clearly labeled with the expenditure category(ies), purpose, and total amounts contained therein. Relevant expenditures must be clearly identified if alongside extraneous expenditures.
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- It is the responsibility of the Grantee to submit supporting documentation that is clear, complete, and readily linked to invoiced expenditures. Invoices and/or supporting documentation that require piecing together to any degree will be rejected. Conscientious preparation of invoices and supporting documentation facilitates efficient invoice approval within PHPA/Bureau of Maternal and Child Health and, in turn, prompt delivery for further processing and payment.

SECTION 4 – APPLICATION FORMAT

4.1 Two Part Submission

4.1.1 Offerors shall submit Proposals in separate volumes:

- Volume I – Project Narrative
- Volume II – Budget Justification/Narrative

4.2 Proposals

4.2.1 Applications must be submitted to eMaryland Marketplace Advantage (eMMA) as indicated on the Key Information Summary Sheet. The Procurement Officer will not accept submission after the date and exact time stated in the Key Information Summary Sheet. The date and time of submission is determined by the date and time of arrival eMaryland Marketplace Advantage (eMMA).

4.2.1.1 The submission subject line shall state the RFA Title and number and either Technical Proposal or Budget Narrative.

4.2.1.2 Two Part Submission:

- A. Technical Proposal (See 4.3.)
- B. Budget Narrative (See 4.4)

4.2.2 Applications/Proposal will not be accepted via email, hand delivery, mail and/or by fax.

4.2.2 Applications will be shown only to State employees, members of the Evaluation Committee, or other persons deemed by the Department to have a legitimate interest in them.

***All information submitted as part of this proposal is subject to release under the Public Information Act (PIA). If you would like the Maryland Department of Health (MDH) to consider redactions in the event that your proposal is subject to a PIA request, submit a proposed PIA copy including justifications for each redaction and under what statute that justification is qualified for redaction.**

4.3 Volume I – Project Narrative

Note: No pricing information is to be included in the Project Narrative (Volume 1). Pricing information is to be included only in the Budget Justification/Narrative (Volume II).

4.3.1 **The Project Narrative** shall include the following documents and information in the order specified as follows:

4.3.1.1 **Transmittal Letter:**

- Applicant;
- Solicitation Title and Solicitation Number that the Proposal is in response to;
- Signature, typed name, and title of an individual authorized to commit the Applicant to its Proposal;
- Federal Employer Identification Number (FEIN) of the Applicant, or if a single individual, that individual's Social Security Number (SSN);
- Applicant's eMMA number;

- Applicant's MBE certification number (if applicable);
- Applicant's SBR number (if applicable) – please contact eMMA at 410-767-1492 if you don't know your number.

4.3.1.2 Scope of Work/Work Plan shall include the Scope of Work, including the Work Plan (as described in Section 3.2).

4.3.1.3 Mandatory Requirements Documentation

4.3.1.4 Applicant Technical Response to RFA Requirements and Proposed Work Plan:

- The Applicant shall address each Scope of Work requirement (Section 3.2) in its Project Narrative and describe how its proposed services, including the services of any proposed subcontractor(s), will meet or exceed the requirement(s). If the State is seeking Applicant agreement to any requirement(s), the Applicant shall state its agreement or disagreement. Any paragraph in the Project Narrative that responds to a Scope of Work (Section 3.2) requirement shall include an explanation of how the work will be done. Any exception to a requirement, term, or condition may result in having the Application classified as not reasonably susceptible of being selected for award or the Applicant deemed non-responsive.
- Applicant shall acknowledge they have read the American with Disabilities Act Statement in Section 3.2 and will meet all requirements.

4.3.1.5 Signed W-9 with Contact Person Names and Phone Number

4.4 Volume II – Budget Narrative

4.4.1 Under separate sealed cover from the Project Narrative and clearly identified in the format identified in Section 4.2 “Applications,” the Applicant shall submit an original unbound copy of the Budget Narrative. The Budget Narrative shall contain all price information in the format specified in **Exhibit C**. The Applicant shall complete the Budget Narrative Form only as provided in the Budget Narrative Form.

4.4.2 The Applicant shall attach to the **Budget Form Exhibit B** document that details the total cost of the proposed activities. The budget categories may include Personnel (salary and fringe), Consultants; Travel; Contractual; Supplies; Operating Costs; and other project-related costs.

SECTION 5 – EVALUATION COMMITTEE, EVALUATION CRITERIA, AND SELECTION PROCEDURE

5.1 Evaluation Committee

Evaluation of Applications will be performed by a committee established for that purpose and based on the evaluation criteria set forth below. The Evaluation Committee will review Applications, participate in Applicant oral presentations and discussions, and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate.

5.2 Project Narrative Evaluation Criteria

The criteria to be used to evaluate each Project Narrative listed below in descending order of importance.

5.2.1 Acknowledged agreement to meet the American with Disabilities Act Statement in Section 3.2 and will meet all requirements.

5.2.2 To what extent has the Applicant demonstrated expertise and organization capacity in establishing abortion training programs at community-based and hospital-based provider sites that are evidence-based and comply with any applicable state law and regulations as described in section 3.2.1.4?

5.2.3 To what extent does the Applicant have experience with conducting Needs Assessments for State and/or governmental health agencies, to achieve the Needs Assessment specified in section 3.2.1.2?

5.2.4 To what extent does the Applicant demonstrate experience with collaborating with healthcare professionals and clinical sites that would allow for selection of training sites and maintaining training programs at these sites, as described in section 3.2.1.3? This includes, but not limited to, community-based provider sites, hospital-based provider sites, and continuing education programs for qualified providers through professional associations or other clinical education programs.

5.2.5 To what extent does the Applicant demonstrate commitment to culturally congruent care, including provision of implicit bias training as specified in sections 3.2.1.3 and 3.2.1.4?

5.2.6 To what extent does the Applicant outline an evaluation process for the Clinical Training Program, as described in section 3.2.1.8, that incorporates process and outcome measures that would demonstrate increased access to abortions in Maryland?

5.2.7 To what extent is the Applicant able to provide information as to historic and current funding obstacles that may limit the ability to deliver the scope of work?

5.2.8 To what extent does the Applicant have a well-developed Work Plan with a reasonable timetable to accomplish the goals as outlined in section 3.2.1.9 within thirty (30) days of the grant being awarded?

5.3 Budget Narrative Evaluation Criteria

All Qualified Applicants will be ranked from the lowest (most advantageous) to the highest (least advantageous) based on the rating of the Project Narratives. The Budget Narrative (including the Budget Form and Budget Narrative), will be evaluated based on reasonable cost given the time and effort described in the Project Narrative. The budget line items must be within the stated guidelines set forth in this RFA and as submitted on **Exhibit C – Budget Narrative**.

5.3.1 What extent the Applicant demonstrate their capacity to submit a budget and budget justification/narrative annually that identifies all expended expenditures to implement the Clinical Training Program.

5.3.2. What extent does the Applicant demonstrate their capacity so submit the required quarterly expenditure reports.

5.3.3 The extent the Applicant demonstrate their capacity to allocate up to 10% of their annual mark to indirect costs, not to exceed the total amount awarded.

5.4 Selection Procedures

5.4.1 General

The Grant will be awarded in accordance with the Standard Grant Agreement method outlined in the Announcement. The State may determine an Applicant to be non-responsive and/or an Applicant's Application to be not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Applications and prior to Grant award. If the State finds an Applicant to be not responsive and/or an Applicant's Project Narrative to be not reasonably susceptible of being selected for award, that Applicant's Budget Narrative will be returned if the Budget Narrative is unopened at the time of the determination.

5.4.2 Award Determination

Upon completion of the Project Narrative and Budget Narrative evaluations and rankings, each Applicant will receive an overall ranking. The Procurement Officer will recommend award of the Grant to the responsible Applicant that submitted the Application determined to be the most advantageous to the State. In making this most advantageous Application determination, technical factors and financial factors will be weighted equally.

RFA ATTACHMENTS

EXHIBIT B – Budget Form

This must be completed and submitted with the Project Narrative separately from the Budget Narrative.

EXHIBIT C—Budget Narrative

This form must be completed and submitted with the Budget Form separate from the Project Narrative.

ATTACHMENT A – Standard Grant Agreement “Sample”

This is the sample grant agreement used by the Department. **It is provided with the RFA for informational purposes and is not required to be submitted when the Application is submitted.** Upon notification of recommendation for award, a completed standard grant agreement will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer three (3) executed copies of the Standard Grant Agreement within five (5) Business Days after receipt. Upon award, a fully executed copy will be sent to the Grantee.

ATTACHMENT B – RFA Document Checklist

Use this checklist to ensure that the required documents for the Project Narrative and Budget Narrative are completed.

ATTACHMENT C – Work Plan Template

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EXHIBIT B – BUDGET FORM – Clinical Training Program
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BUDGET FORM

The Budget Narrative shall contain all price information in the format specified on these pages. Complete the Budget Form only as provided in the Budget Form format. Do not amend, alter or leave blank any items on the Budget Form. Failure to adhere to any of these instructions may result in the Budget Narrative being determined non-responsive and rejected by the Department.

Applicants must complete attached Exhibit B – BUDGET FORM – Clinical Training Program

BUDGET NARRATIVE TEMPLATE

(Please submit a separate Narrative for each Budget Period)

Sample Line-Item Justification

Personnel (Preventionist): \$15,600

Justification: The Preventionist will be responsible for: conducting project-related relationship-building activities with new and existing partners; developing informational materials for community leaders and the public, including fact sheets and social media posts related to the project topic; coordinating and facilitating monthly project meetings with partners; conducting awareness-building activities within key demographic areas in the community to engage the project target audience; developing and providing professional training at targeted local governmental agencies and private businesses; attending community events relevant to the project and the project's partners. The Project Coordinator will also attend RISEMD meetings, collect data, conduct evaluation activities, prepare reports, and act as a liaison with the MDH Grant Monitor.

\$30/hr. x 520 hours = \$15,600

ATTACHMENT A – Standard Grant Agreement “Sample”

ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE STANDARD GRANT AGREEMENT

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this <enter day> day of <month, year>, between the State of Maryland (the “State”), acting through the Maryland Department of Health, (the “Department”), located at 201 W. Preston Street., Baltimore, MD 21201 and the <grantee name> (the “Grantee”), located at <grantee address> in <county / city> County, <state, zip>, a Maryland Limited Liability Company / Corporation. .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of <amount in words> Dollars (\$ xx,xxx.xx) (the “Grant”), which the Grantee shall use only for the following purposes: <grant purpose>
2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed, or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.
3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980, and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).
4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.
5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor’s Code of Fair practices.
6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person’s knowledge and belief, that:
 - A.) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee’s application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States;
 - B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**
 - C.) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, **is in good standing**, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and
 - D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement Appendix A & B, Attachment A, B, C, D, E.&F.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health.
(Name of Corporation or Association)

By: _____
SEAL

By: _____
SEAL

Name: _____
Title: _____

Name: _____
Title: _____

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

<Name and Title of MDH grant monitor>
address,
<Office>
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
Phone:
Email:

The Grantee's Grant Monitor is:

<enter name, title, office, grantee agency,
phone number and email >

I. BACKGROUND INFORMATION OF AGREEMENT

<Enter background information of the agreement>

II. DUTIES OF THE GRANTEE

SCOPE OF WORK:

<Enter all duties and scopes of work for the grant agreement>

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APPENDIX B (insert revised budget)

Cost Estimate for:

<Name of Project>

PERIOD OF PERFORMANCE - <Date of Project>

<Enter Budget>

II. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the grantee/sub-recipient/sub-awardee for this project MDH awarding agency will:

- Provide necessary technical support and monitoring to <grantee/sub-recipient/sub-awardee> to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing with The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

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SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Federal Funds- Attachment B</u>	<u>2</u>
<u>Debarment Affirmation- Attachment C</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment D</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment E</u>	<u>5</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants – Attachment F</u>	<u>2</u>

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CONDITIONS OF AWARD

Maryland Department of Health (MDH)

<Enter Department Here>

<Enter Federal Awarding Agency Here>

<Enter Name of Federal Award and Grant Number Here>

Period of Performance: <Enter From and To Dates Here>

Important Dates:

<Enter Date Here>: Quarterly progress report
<Enter Date Here>: All funds obligated
<Enter Date Here>: All funds must be spent
<Enter Date Here>: Final progress and fiscal report due to MDH

The grantee/sub-grantee/sub-recipient (**circle one**), shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee/sub-grantee/sub-recipient, <Enter Grantee Name Here> agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee/sub-grantee/sub-recipient, will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee/sub-grantee/sub-recipient, shall cite <Enter Name of Federal Award> and the MDH <Enter Department Here> as a funding source when publishing or presenting data or programs partially or fully funded by MDH grants.
5. The grantee/sub-grantee/sub-recipient, should inform the MDH <Enter Department Here> as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.

Fiscal Requirements:

1. The grantee/sub-grantee/sub-recipient, shall **not** use <Enter Name of Federal Award> to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;

- d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee/sub-grantee/sub-recipient will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. The grantee/sub-grantee/sub-recipient will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee/sub-grantee/sub-recipient shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee/sub-grantee/subrecipient shall participate fully in the MDH <Enter Department Here> Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department's request within the project period;
 - b. Interviews of staff, review of fiscal and program records, **monitoring, risk assessment**, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee/sub-grantee/subrecipient shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub-recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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FEDERAL FUNDS

A Summary of Certain Federal Fund Requirements and Restrictions

[Details of particular laws, which may levy a penalty for noncompliance,
are available from the Maryland Department of Health.]

1. Form and rule enclosed: 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all *prospective* and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL.
2. Form and instructions enclosed: “Form LLL, Disclosure of Lobbying Activities” must be submitted by those receiving more than \$100,000 in federal funds, to disclose any lobbying of federal entities (a) with profits from federal contracts or (b) funded with non-federal funds.
3. Form and summary of Act enclosed: Sub-recipients of federal funds on any level must complete a “Certification Regarding Environmental Tobacco Smoke,” required by Public Law 103-227, the Pro-Children Act of 1994. Such law prohibits smoking in any portion of any indoor facility owned or leased or contracted for regular provision of health, day care, early childhood development, and education or library services for children under the age of 18. Such language must be included in the conditions of award (they are included in the certification, which may be part of such conditions.) This does not apply to those solely receiving Medicaid or Medicare, or facilities where WIC coupons are redeemed.
4. In addition, federal law requires that:
 - a) OMB 2 CFR 200, Subpart F, Audit Requirements requires that grantees (both recipients and subrecipients) which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156. and the Office of Management and Budget (OBM) 2 CFR 200, Subpart F.
 - b) All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (C).
 - c) Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (B).

Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

- i. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The contractor agrees to comply with the rules, regulations, and relevant orders of the secretary of labor issued pursuant to the act.
- iii. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the secretary of labor issued pursuant to the act.
- iv. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 791 et seq.) prohibits discrimination on the basis of handicap in all federally assisted programs and activities. It requires the analysis and making of any changes needed in three general areas of operation-programs, activities, and facilities and employment. It states, among other things, that:

Grantees that provide health...services should undertake tasks such as ensuring emergency treatment for the hearing impaired and making certain that persons with impaired sensory or speaking skills are not denied effective notice with regard to benefits, services, and waivers of rights or consents to treatments.

D) All sub-recipients comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

- E) All sub-recipients of federal funds from SAMHSA (Substance Abuse and Mental Health Services Administration), NIH (National Institute of Health), CDC (Center for Disease Control and Prevention), and HHS (Health and Human Services) are prohibited from paying any direct salary at a rate of Executive Level II or more than \$189,600 per year. (This includes, but is not limited to, sub-recipients of the Substance Abuse Prevention and Treatment and the Community Mental Health Block Grants and NIH research grants, Public Health and Emergency Preparedness and Hospital Preparedness Program Cooperative Agreements.)
- F) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.
- G) For any education program, as required by Title IX of the Education Amendments of 1972, there may be no discrimination on the basis of sex.
- H) For research projects, a form for Protection of Human Subjects (Assurance/Certification/Declaration) should be completed by each level funded, assuring that either: (1) there are no human subjects involved, or that (2) an Institutional Review Board (IRB) has given its formal approval before human subjects are involved in research. [This is normally done during the application process rather than after the award is made, as with other assurances and certifications.]
- I) In addition, there are conditions, requirements, and restrictions which apply only to specific sources of federal funding. These should be included in your grant/contract documents when applicable.

DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(Name of Grantee/subrecipient/sub-awardee)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. AFFIRMATION REGARDING DEBARMENT

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

1. The entity was not established, and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: ☒ _____

By: ☒ _____
(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for impatiens drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension continuation, renewal amendment or modification of any Federal contract, grant loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Time of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known.
Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards Include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, the Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

The Remainder of This Page is Left Blank

Complete this form to disclose lobbying activities pursuant to 31 U.S. C 1352 (See reverse for public burden disclosure.)

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Continuation Sheet

Reporting Entity: _____ Page _____ of _____

ATTACHMENT F

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:

_____ (insert start and end dates) _____

2. There (☒ X are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. If applicable, these conditions are contained in Appendix D.

3. Within 60 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.

6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.

7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.

8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.

9. Federal Funding Acknowledgement (if applicable)

a. This grant (____ does/____) does not contain federal funds.

b. The total amount of federal funds allocated for the

_____ is \$ _____ in Maryland State fiscal year _____. This represents _____% of all funds budgeted for unit in that fiscal year. This does not necessarily represent the amount of funding available.

c. If contained, the source of these federal funds is:

_____.
d. The CFDA number is _____. The conditions that apply to all federal funds awarded by the Prevention and Health Promotion Administration are contained in Appendix B. Any additional conditions that apply to this federally funded grant are contained in Appendix D

10. This grant (____ does/____) does not contract with sub providers on a cost reimbursement basis.

ATTACHMENT B – RFA Document Checklist
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Project Narrative Checklist:

- ☐ Transmittal Letter
- ☐ Project Narrative including Scope of Work (*See Section 3.2 Scope of Work – Requirements*)
- ☐ Work Plan (*See Attachment C*)

Budget Narrative Checklist:

- ☐ Budget Form (*See Exhibit B – Budget Form*)
- ☐ Budget Narrative (*See Exhibit C – Budget Narrative*)

ATTACHMENT C – WORK PLAN

Women’s Health Clinical Training Program

Applicant name: _____

SFY 2024: JULY 1, 2023, TO JUNE 30, 2024

Overarching Goal:			Measures of Effectiveness: (Add measures as needed) 1. 2. 3.	
Objectives	Activities Planned To Achieve This Objective (Add as needed)	Data (Add as needed)	Timeframe for Assessing Progress	Team Members Responsible & Partners Required
1.	1a. 1b. 1c.	1a. 1b. 1c.		
2.	2a. 2b. 2c.	2a. 2b. 2c.		
3.	3a. 3b. 3c.	3a. 3b. 3c.		

SFY 2025: JULY 1, 2024, TO JUNE 30, 2025

Overarching Goal:			Measures of Effectiveness: (Add measures as needed) 1. 2. 3.	
Objectives	Activities Planned To Achieve This Objective (Add as needed)	Data (Add as needed)	Timeframe for Assessing Progress	Team Members Responsible & Partners Required
1.	1a. 1b. 1c.	1a. 1b. 1c.		

2.	2a. 2b. 2c.	2.a 2b. 2c.		
3.	3a. 3b. 3c.	3a. 3b. 3c.		

SFY 2026: JULY 1, 2025, TO JUNE 30, 2026

Overarching Goal:			Measures of Effectiveness: (Add measures as needed) 1. 2. 3.	
Objectives	Activities Planned To Achieve This Objective (Add as needed)	Data (Add as needed)	Timeframe for Assessing Progress	Team Members Responsible & Partners Required
1.	1a. 1b. 1c.	1a. 1b. 1c.		
2.	2a. 2b. 2c.	2.a 2b. 2c.		
3.	3a. 3b. 3c.	3a. 3b. 3c.		